

ALVORD AND ALVORD
ATTORNEYS AT LAW
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WASHINGTON, D C

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

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OF COUNSEL
URBAN A. LESTER

May 18, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C 20423

RECORDATION NO. **17030-E** FILED

MAY 27 '99

11-30AM

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Statement of Change in Reporting Marks and Road Numbers addressed to the Board, dated January 26, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission/Board under Recordation Number 17030.

The name and address of the party to the enclosed document are.

The Burlington Northern and
Santa Fe Railway Company
2650 Lou Menk Drive
Fort Worth, TX 76131

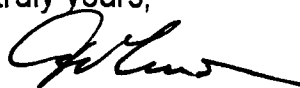
A description of the railroad equipment covered by the enclosed document is:

set forth on the Schedule attached to the Statement.

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to the undersigned.

Very truly yours,



Robert W Alvord



PATRICK J. OTTENSMEYER
*Vice President - Finance
and Treasurer*

The Burlington Northern and Santa Fe Railway Company

2650 Lou Menk Drive
Fort Worth, Texas 76131

Direct Dial (817) 352-2202
Facsimile (817) 352-2279

January 26, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
12th and Constitution
Washington, DC 20423

RECORDATION NO.

FILED

MAY 27 '99

11-30AM

Re: Statement of Change in Reporting Marks and Road Numbers

Dear Mr. Secretary:

Please be advised that the reporting marks and road numbers of the locomotives and/or rail cars identified in the attached schedule or schedules have been, or will be, changed as set forth therein.

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY

By:

Patrick J. Ottensmeyer
Vice President - Finance and Treasurer

[illegible]

On this 26TH day of January, 1999, before me, a Notary Public in and for said County and State, personally appeared Patrick J. Ottensmeyer, who being by me duly sworn, says that he is Vice President - Finance and Treasurer of THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, that said instrument was signed on January 26, 1999, on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

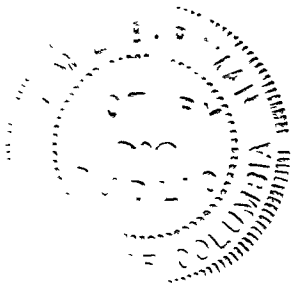


Dorothy V. Schaezle
Dorothy V. Schaezle
Notary Public
My Commission Expires: 11/20/2000

District of Columbia)
)
City of Washington) ss.

I, KIM L BARTMAN, Notary for the District of Columbia, hereby certify that the attached "Statement of Change in Reporting Marks and Road Numbers", dated January 26, 1999 by Burlington Northern and Santa Fe Railway Company is a true and complete copy of the original thereof.

Certified this 19th day of May, 1999



Kim L. Bartman

NOTARY PUBLIC

My commission expires: 3-31-2000

Trust Agreement 31405F, 442 BI-level Autoracks

Equipment number TTGX initials	Rack number BBL initials	New Rack number BNSF initials	Settlement Date	Destroyed	Notified
604153	20283	23266		N	N
158489	20284	23241		N	N
920005	20285	23281		N	N
961981	20286	23300		N	N
603323	20287	23261		N	N
941052	20288	23294		N	N
158454	20289	23240		N	N
940907	20290	23293		N	N
604534	20291	23270		N	N
977029	20292	23310		N	N
158310	20293	23238		N	N
157807	20294	23235		N	N
920006	20295	23282		N	N
975059	20296	23309		N	N
151772	20297	23142		N	N
153704	20298	23178		N	N
153937	20299	20544		N	N
154361	20300	23191		N	N
154379	20301	23185		N	N
153768	20302	23180		N	N
153280	20303	23169		N	N
152144	20304	23146		N	N
154730	20305	23205		N	N
154478	20306	23197		N	N
151409	20307	23133		N	N
153569	20308	23176		N	N
152917	20309	23165		N	N
151689	20310	23140		N	N
155558	20311	23226		N	N
151977	20312	23144		N	N
157627	20313	23234		N	N
962666	20314	23302		N	N
159378	20315	23248		N	N
963188	20316	23306		N	N
964416	20317	23308		N	N
154926	20318	23210		N	N
152744	20319	23160		N	N
153734	20320	20541		N	N
150491	20321	23109		N	N
153506	20322	23173		N	N
150510	20323	23110		N	N
154953	20324	23212		N	N
151004	20325	23126		N	N
603679	20326	23263		N	N
156124	20327	23227		N	N
157598	20328	23233		N	N
159150	20329	23245		N	N
603890	20330	23265		N	N
156980	20331	23231		N	N
152248	20332	23149		N	N
155480	20333	23222		N	N
157927	20334	23237		N	N
160403	20335	23253		N	N
150639	20336	23113		N	N
920013	20337	23284		N	N
152576	20338	23158		N	N
155526	20339	23224		N	N
154525	20340	23198		N	N
912964	20341	23272		N	N
153066	20342	23167		N	N
156617	20343	23228		N	N
160537	20344	23256		N	N
604485	20345	23269		N	N
159180	20346	23246		N	N
603715	20347	23264		N	N
157883	20348	23236		N	N
152758	20349	20541		N	N
154335	20350	23189		N	N

Trust Agreement 31405F 442 B-level Autoreacks

Equipment number TTGX initials	Rack number BBL initials	New Rack number BNSF initials	Settlement Date	Destroyed	Notified
152848	20351	23184		N	N
154723	20352	23204		N	N
154205	20353	23186		N	N
150983	20354	23124		N	N
912483	20355	23271		N	N
153108	20356	20542		N	N
155469	20357	23221		N	N
150946	20358	23123		N	N
152007	20359	23145		N	N
153716	20360	23179		N	N
152821	20361	23163		N	N
150850	20362	23119		N	N
153918	20363	23185		N	N
154844	20364	23208		N	N
152581	20365	20540		N	N
153779	20366	23181		N	N
941872	20367	23296		N	N
160480	20368	23254		N	N
941888	20369	23298		N	N
604209	20370	23267		N	N
151062	20371	23129		N	N
930572	20372		08/26/96	N	N
154296	20373	23188		N	N
963116	20374	23305		N	N
603531	20375	23262		N	N
160715	20376	23258		N	N
604291	20377	23268		N	N
159271	20378	23247		N	N
150942	20379	23122		N	N
152754	20380	23161		N	N
151842	20381	23143		N	N
151210	20382	23131		N	N
152522	20383	23157		N	N
155497	20384	23223		N	N
154835	20385	23207		N	N
151656	20386	23138		N	N
150985	20387	23125		N	N
151275	20388	23132		N	N
152727	20389	23159		N	N
150517	20390	23111		N	N
155030	20391	23214		N	N
914085	20392	23280		N	N
913540	20393	23277		N	N
154356	20394	23190		N	N
154606	20395	23200		N	N
913245	20396	21347		N	N
154939	20397	23211		N	N
913765	20398	23279		N	N
930050	20399	23286		N	N
913274	20400	23275		N	N
930160	20401	23289		N	N
930051	20402	23287	1997	N	N
930562	20403	23291		N	N
158579	20404	23242		N	N
156745	20405	23230		N	N
157542	20406	23232		N	N
253983	20407	23260		N	N
930301	20408	23290		N	N
930040	20409	23285		N	N
913763	20410	23278		N	N
913267	20411	23274		N	N
158395	20412	23239		N	N
160776	20413	23259		N	N
160604	20414	23257		N	N
159119	20415	23244		N	N
942579	20416	23299		N	N
160494	20417	23255		N	N
941096	20418	23295		N	N

Trust Agreement 31405F: 442 B-level Autoracks

Equipment number TTGX initials	Rack number BBL initials	New Rack number BNSF initials	Settlement Date	Destroyed	Notified
963046	20419	23304		N	N
913123	20420	23273		N	N
930055	20421	23288		N	N
913364	20422	23276		N	N
962886	20423	23303		N	N
930680	20424	23292		N	N
963541	20425	21740		N	N
963968	20426	21755		N	N
157789	20427	20596		N	N
963230	20428	21726		N	N
160153	20429	20732		N	N
158615	20430	20629		N	N
962026	20431	21674		N	N
941114	20432	21519		N	N
962197	20433	21682		N	N
964883	20434	21825		N	N
158824	20435	20648		N	N
920041	20436	21381		N	N
157906	20437	20800		N	N
158855	20438	20850		N	N
158015	20439	20607		N	N
603896	20440	20884		N	N
158441	20441	20626		N	N
157641	20442	20593		N	N
920031	20443	21380		N	N
158159	20444	20612		N	N
159855	20445	20719		N	N
962957	20446	21714		N	N
963722	20447	21744		N	N
158711	20448	20638		N	N
159008	20449	20659		N	N
961875	20450	21666		N	N
156048	20451	20547		N	N
157543	20452	20588		N	N
159680	20453	20708		N	N
604300	20454	20906		N	N
604189	20455	20902		N	N
158868	20456	20651		N	N
157162	20457	20575		N	N
158506	20458	20628		N	N
159070	20459	20664		N	N
157400	20460	20583		N	N
963786	20461		10/26/92	Y	Y
160121	20462		05/26/92	Y	Y
962131	20463	21679		N	N
159629	20464	20705		N	N
158107	20465	20611		N	N
913640	20466	21361		N	N
603966	20467	20886		N	N
961615	20468	21645		N	N
962863	20469	21707		N	N
961862	20470	21654		N	N
157077	20471	20572		N	N
157769	20472	20594		N	N
603471	20473	20860		N	N
604532	20474	20926		N	N
603549	20475		03/26/97	Y	Y
930259	20476	21390		N	N
603063	20477	20845		N	N
158701	20478	20637		N	N
603428	20479	20859		N	N
913405	20480	21353		N	N
913261	20481	21350		N	N
157604	20482	20591		N	N
913875	20483	21370		N	N
920066	20484	21382		N	N
603736	20485	20874		N	N
150662	20486	23114		N	N

Trust Agreement 31405F 442 BI-level Autoracks

Equipment number TTGX initials	Rack number BBL initials	New Rack number BNSF initials	Settlement Date	Destroyed	Notified
158184	20487	20613		Z	Z
963680	20488	21742		Z	Z
965084	20489	21851		Z	Z
941703	20490	21573		Z	Z
961977	20491	21667		Z	Z
913757	20492	21384		Z	Z
159173	20493	20674		Z	Z
930113	20494	21387		Z	Z
913260	20495	21349		Z	Z
159182	20496	20676		Z	Z
160484	20497	20768		Z	Z
961996	20498	21671		Z	Z
160372	20499	20752		Z	Z
964910	20500	21827		Z	Z
604522	20501	20925		Z	Z
156853	20502	20566		Z	Z
158811	20503	20647		Z	Z
156181	20504	20549		Z	Z
961991	20505	21670		Z	Z
158001	20506	20606		Z	Z
158734	20507	20642		Z	Z
158827	20508	20853		Z	Z
963491	20509	21733		Z	Z
156667	20510	20562		Z	Z
156282	20511	20553		Z	Z
158839	20512	20649		Z	Z
961822	20513	21647		Z	Z
158457	20514	20627		Z	Z
160486	20515	20769		Z	Z
159006	20516	20858		Z	Z
158031	20517	20609		Z	Z
157878	20518	20598		Z	Z
963078	20519	21719		Z	Z
963472	20520	21730		Z	Z
159001	20521	20657		Z	Z
159400	20522	20693		Z	Z
963485	20523	21732		Z	Z
158191	20524	20615		Z	Z
961448	20525	21640		Z	Z
963503	20526	21736		Z	Z
963607	20527	21741		Z	Z
963105	20528	21721		Z	Z
961400	20529		03/26/95	Y	Y
159083	20530	20685		Z	Z
913542	20531		09/26/96	Y	Y
914060	20532	21377		Z	Z
930589	20533	21400		Z	Z
913852	20534	21368		Z	Z
913451	20535	21354		Z	Z
913191	20536	21344		Z	Z
962849	20537	21706		Z	Z
158016	20538	20608		Z	Z
930026	20539	21385		Z	Z
157224	20540		09/26/94	Y	Y
158961	20541	20655		Z	Z
158761	20542	20643		Z	Z
159063	20543	20663		Z	Z
160401	20544	20756		Z	Z
157567	20545	20590		Z	Z
158244	20546	20622		Z	Z
158259	20547	20682		Z	Z
157130	20548	20574		Z	Z
961979	20549	21668		Z	Z
158193	20550	20616		Z	Z
940879	20551	21492		Z	Z
160689	20552	20785		Z	Z
160302	20553	20748		Z	Z
604325	20554	20909		Z	Z

Trust Agreement 31405F- 442 B-Level Autoracks

Equipment number TTGX Initials	Rack number BBL Initials	New Rack number BNSF Initials	Settlement Date	Destroyed	Notified
804180	20555	20901		N	N
964878	20556	21824		N	N
157349	20557	20579		N	N
604090	20558	20896		N	N
157346	20559	20578		N	N
961961	20560	21659		N	N
603028	20561	20844		N	N
159061	20562	20862		N	N
962605	20563	21698		N	N
158280	20564	20865		N	N
941331	20565	21529		N	N
160882	20566	20800		N	N
157890	20567	20601		N	N
941536	20568	21552		N	N
963740	20569	21745		N	N
158642	20570	20632		N	N
941506	20571	21550		N	N
962602	20572	21697		N	N
157389	20573	20582		N	N
156268	20574	20552		N	N
961969	20575	21663		N	N
158354	20576	20689		N	N
964904	20577	21826		N	N
963474	20578	21731		N	N
930892	20579	21407		N	N
912853	20580	21329		N	N
964099	20581	21771		N	N
604447	20582	20917		N	N
964911	20583	21828		N	N
156339	20584	20556		N	N
158211	20585	20620		N	N
962941	20586	21710		N	N
156612	20587	20560		N	N
159727	20588	20711		N	N
941003	20589	21510		N	N
157275	20590	20578		N	N
962585	20591	21695		N	N
962856	20592	21713		N	N
961984	20593	21669		N	N
159462	20594	20698		N	N
912962	20595	21337		N	N
962180	20596	21680		N	N
156709	20597	20583		N	N
157611	20598	20592		N	N
157942	20599		03/26/95	N	N
157782	20600	20597		N	N
160855	20601	20798		N	N
156389	20602	20557		N	N
913897	20603	21371		N	N
962712	20604	21702		N	N
156571	20605	20558		N	N
604226	20606	20904		N	N
920067	20607	21383		N	N
962924	20608	21708		N	N
159050	20609	20661		N	N
962016	20610	21673		N	N
965143	20611	21861		N	N
961967	20612	21662		N	N
961974	20613	21665		N	N
962009	20614	21672		N	N
156722	20615	20564		N	N
961963	20616	21660		N	N
913067	20617	21341		N	N
159390	20618	20692		N	N
603251	20619	20848		N	N
912911	20620	21331		N	N
913257	20621	21348		N	N
930811	20622	21406		N	N

Trust Agreement 31405F: 442 BI-level Autoracks

Equipment number TTGX initials	Rack number BBL initials	New Rack number BNSF initials	Settlement Date	Destroyed	Notified
914058	20623	21376		N	N
913061	20624	21340		N	N
913825	20625	21366		N	N
158274	20626	20625		N	N
961966	20627	21661		N	N
913526	20628	21360		N	N
159139	20629	20670		N	N
913743	20630	21363		N	N
913452	20631	21355		N	N
913196	20632	21345		N	N
913827	20633	21367		N	N
930164	20634	21389		N	N
156313	20635	20554		N	N
158808	20636	20646		N	N
157935	20637	20602		N	N
157476	20638	20588		N	N
963999	20639	21757		N	N
604206	20640	20905		N	N
156002	20641	20545		N	N
156215	20642	20550		N	N
158718	20643	20639		N	N
157098	20644	20575		N	N
158732	20645	20641		N	N
157449	20646	20585		N	N
940638	20647	21460		N	N
940796	20648	21482		N	N
603518	20649	20864		N	N
604140	20650	20898		N	N
940825	20651	21491		N	N
940642	20652	21461		N	N
156891	20653	20567		N	N
940329	20654	21435		N	N
157949	20655	20604		N	N
930119	20656	21388		N	N
940803	20657	21484		N	N
940809	20658	21486		N	N
913382	20659	21352		N	N
255955	20660	20840		N	N
940891	20661	21471		N	N
940356	20662	21436		N	N
940634	20663	21459		N	N
940788	20664	21479		N	N
940819	20665	21489		N	N
940789	20666	21480		N	N
940306	20667	21432		N	N
940480	20668	21443		N	N
940262	20669	21425		N	N
940643	20670	21462		N	N
940245	20671	21424		N	N
940792	20672	21481		N	N
156325	20673	20555		N	N
940628	20674	21457		N	N
604473	20675	20919		N	N
157062	20676	20571		N	N
158721	20677	20640		N	N
930679	20678	21405		N	N
914077	20679	21378		N	N
940807	20680	21485		N	N
940198	20681	21421		N	N
913220	20682	21346		N	N
930030	20683	21366		N	N
930554	20684	21398		N	N
912797	20685	21328		N	N
914056	20686	21375		N	N
930678	20687	21404		N	N
912933	20688	21332		N	N
912800	20689		1997	Y	N
912948	20690	21333		N	N

Trust Agreement 31405F: 442 BI-level Autoracks

Equipment number TTGX initials	Rack number BBL initials	New Rack number BNSF initials	Settlement Date	Destroyed	Notified
940461	20691	21441		N	N
940392	20692	21438		N	N
913851	20693	21362		N	N
930280	20694	21391		N	N
940817	20695	21468		N	N
940707	20696	21472		N	N
940272	20697	21427		N	N
940556	20698	21449		N	N
940812	20699	21497		N	N
940629	20700	21458		N	N
158911	20701	20652		N	N
156265	20702	20551		N	N
940394	20703	21439		N	N
940681	20704	21470		N	N
940821	20705	21490		N	N
912463	20706	21319		N	N
940514	20707	21447		N	N
940475	20708	21442		N	N
913487	20709	21358		N	N
912951	20710	21334		N	N
913470	20711	21356		N	N
940826	20712		09/26/94	Y	Y
931236	20713	21408		N	N
940658	20714	21466		N	N
940659	20715	21467		N	N
940502	20716	21444		N	N
940820	20717	21456		N	N
912954	20718	21335		N	N
940672	20719	21469		N	N
940535	20720	21448		N	N
940808	20721		09/26/96	Y	Y
940816	20722	21453		N	N
940618	20723	21454		N	N
914040	20724	21373		N	N

Trust Agreement 31405F 230 Tri-level Autoracks

Equipment number ETTX initials	Rack number BTL initials	New Rack number BNSF initials	Settlement Date	Destroyed	Notified
908388	30090	32221		N	N
800230	30091	32151		N	N
908095	30092	32209		N	N
907866	30093	32207		N	N
902142	30094	32195		N	N
908124	30095	32210		N	N
908682	30096	32222		N	N
907697	30097	32205		N	N
909817	30098	32233		N	N
801805	30099	32161		N	N
802646	30100	32167		N	N
908249	30101	32214		N	N
810096	30102	32178		N	N
802342	30103	32164		N	N
909527	30104	32231		N	N
802750	30105	32171		N	N
909415	30106	32229		N	N
909210	30107	32224		N	N
909830	30108	32236		N	N
810026	30109	32176		N	N
908333	30110	32218		N	N
907402	30111	32203		N	N
802415	30112	32166		N	N
801054	30113	32155		N	N
	30114		01/26/92	Y	Y
908365	30115	32217		N	N
907812	30116	32206		N	N
905275	30117	32201		N	N
801284	30118	32158		N	N
801258	30119	32157		N	N
909392	30120	32228		N	N
909831	30121	32237		N	N
908383	30122	32219		N	N
908088	30123	32208		N	N
802775	30124		1997	Y	N
907501	30125	32204		N	N
802700	30126	32170		N	N
801655	30127	32160		N	N
909538	30128	32232		N	N
905146	30129	32200		N	N
	30130		01/26/92	Y	Y
810139	30131	32179		N	N
802663	30132	32168		N	N
908217	30133	32213		N	N
802862	30134	32175		N	N
909449	30135	32230		N	N
909024	30136	32223		N	N
800489	30137	32152		N	N
802784	30138	32173		N	N
908218	30139	32212		N	N
902392	30140			N	N
801250	30141	32156		N	N
801030	30142	32154		N	N
905696	30143	32202		N	N
802761	30144	32172		N	N
908322	30145	32215		N	N
902384	30146	32197		N	N
802308	30147	32163		N	N
909821	30148	32234		N	N
909822	30149	32235		N	N
909378	30150	32226		N	N
802795	30151	32174		N	N
908168	30152	32211		N	N
802696	30153	32169		N	N
909273	30154	32225		N	N
800903	30155	32153		N	N
802387	30156	32165		N	N
902372	30157	32196		N	N

Trust Agreement 31405F 230 Tri-level Autoracks

Equipment number ETTX Initials	Rack number BTL Initials	New Rack number BNSF Initials	Settlement Date	Destroyed	Notified
802288	30158	32182		N	N
909383	30158	32227		N	N
908248	30160	31985		N	N
801053	30161	30441		N	N
902305	30162	31745		N	N
907466	30163	31853		N	N
905324	30164	31888		N	N
908735	30165	32007		N	N
909234	30166	32031		N	N
905633	30167	31900		N	N
907235	30168	31841		N	N
802670	30169	30539		N	N
902363	30170	31749		N	N
801067	30171	30444		N	N
802693	30172	30541		N	N
902229	30173	31741		N	N
800752	30174	30416		N	N
908142	30175	31978		N	N
908776	30176	32009		N	N
902381	30177	31751		N	N
908387	30178	32220		N	N
810031	30179	30579		N	N
903501	30180	31803		N	N
800959	30181	30428		N	N
905743	30182	31810		N	N
908125	30183	31976		N	N
900667	30184	31686		N	N
801653	30185	30501		N	N
908182	30186	31979		N	N
800770	30187	30419		N	N
800204	30188	30356		N	N
902202	30189	31738		N	N
908849	80190	32017		N	N
908219	30191	31983		N	N
908640	30192	32002		N	N
801285	30193	30457		N	N
902350	30194	31748		N	N
802336	30195	30525		N	N
908989	30196	32019		N	N
908184	30197	31980		N	N
802576	30198	30534		N	N
801768	30199	30507		N	N
801488	30200	30469		N	N
802325	30201	30524		N	N
801269	30202	30456		N	N
905483	30203	31892		N	N
909364	30204	32051		N	N
909542	30205	32068		N	N
802346	30206	30526		N	N
907497	30207	31954		N	N
801291	30208	32159		N	N
908230	30209	31984		N	N
802639	30210	30536		N	N
908801	30211	32010		N	N
802379	30212	30528		N	N
907510	30213	31955		N	N
908126	30214	31977		N	N
810180	30215	30592		N	N
908879	30216	32015		N	N
905689	30217	31906		N	N
909379	30218	32054		N	N
908549	30219	31999		N	N
908352	30220	31988		N	N
908332	30221	31986		N	N
908209	30222	31982		N	N
810053	30223	30583		N	N
802710	30224	30542		N	N
908340	30225	31987		N	N

Trust Agreement 31405F. 230 Tri-level Autoracks

Equipment number ETTX Initials	Rack number BTL Initials	New Rack number BNSF Initials	Settlement Date	Destroyed	Notified
905678	30226	31905		N	N
905618	30227	31898		N	N
802579	30228	30535		N	N
909839	30229	32079		N	N
905831	30230	31917		N	N
909286	30231	32035		N	N
810114	30232	30588		N	N
800223	30233	30359		N	N
810171	30234	30591		N	N
908537	30235	31987		N	N
802686	30236	30540		N	N
802793	30237	30546		N	N
801765	30238	30506		N	N
908215	30239	32030		N	N
802386	30240	30530		N	N
908370	30241	32218		N	N
905506	30242	31893		N	N
901429	30243	31712		N	N
810142	30244	30589		N	N
801769	30245	30508		N	N
907722	30246	31961		N	N
902735	30247	31766		N	N
909521	30248	32067		N	N
908693	30249	32005		N	N
908394	30250	31980		N	N
800253	30251	30362		N	N
810060	30252	30584		N	N
908808	30253	32011		N	N
800006	30254	30328		N	N
909508	30255	32065		N	N
905693	30256	31907		N	N
802655	30257	30538		N	N
800723	30258	30412		N	N
902348	30259	31747		N	N
902040	30260	31732		N	N
907957	30261	31970		N	N
802767	30262	30544		N	N
902364	30263	31750		N	N
908816	30264	32012		N	N
800326	30265	30372		N	N
802412	30266	30533		N	N
909840	30267	32080		N	N
905676	30268	31904		N	N
802937	30269	30551		N	N
802641	30270	30537		N	N
902225	30271	31740		N	N
860108	30272	31689		N	N
908711	30273	32076		N	N
800099	30274	30336		N	N
909453	30275	32055		N	N
802385	30276	30529		N	N
803334	30277	30574		N	N
860132	30278	31670		N	N
903925	30279	31819		N	N
909713	30280	32077		N	N
803368	30281	30578		N	N
909513	30282	32066		N	N
803181	30283	30561		N	N
909480	30284	32061		N	N
803343	30285	30576		N	N
800360	30286	30382		N	N
803342	30287	30575		N	N
802392	30288	30531		N	N
802362	30289	30527		N	N
802400	30290	30532		N	N
800767	30291	30418		N	N
803333	30292	30573		N	N
860063	30293	31668		N	N

Trust Agreement 31405F 230 Tri-level Autoracks

Equipment number ETTX Initials	Rack number BTL Initials	New Rack number BNSF Initials	Settlement Date	Destroyed	Notified
908788	30294	32008		N	N
803344	30295	30577		N	N
801216	30296	30452		N	N
801058	30297	30442		N	N
908953	30298	32018		N	N
906998	30299	31928		N	N
801264	30300	30455		N	N
800989	30301	30431		N	N
800314	30302	30370		N	N
909832	30303	32078		N	N
800017	30304	30329		N	N
801251	30305	30454		N	N
802723	30306	30543		N	N
906988	30307	31927		N	N
907256	30308	31942		N	N
860409	30309	31671		N	N
801022	30310	30438		N	N
907891	30311	31967		N	N
908683	30312	32004		N	N
907861	30313	31966		N	N
800231	30314	30360		N	N
907400	30315	31950		N	N
907914	30316	31969		N	N
908835	30317	32013		N	N
902730	30318	31785		N	N
905360	30319	31889		N	N

Trust Agreement 31405F: 442 BI-level Autoracks

Equipment number TTGX Initials	Rack number BBL Initials	New Rack number BNSF Initials	Settlement Date	Destroyed	Notified
150491	20321	23109		N	N
150510	20323	23110		N	N
150517	20390	23111		N	N
150639	20336	23113		N	N
150662	20486	23114		N	N
150850	20362	23119		N	N
150942	20379	23122		N	N
150946	20358	23123		N	N
150983	20354	23124		N	N
150985	20387	23125		N	N
151004	20325	23126		N	N
151062	20371	23129		N	N
151210	20382	23131		N	N
151275	20388	23132		N	N
151409	20307	23133		N	N
151656	20386	23138		N	N
151689	20310	23140		N	N
151772	20297	23142		N	N
151842	20381	23143		N	N
151977	20312	23144		N	N
152007	20359	23145		N	N
152144	20304	23146		N	N
152248	20332	23149		N	N
152522	20383	23157		N	N
152576	20338	23158		N	N
152581	20365	20540		N	N
152727	20389	23159		N	N
152744	20319	23160		N	N
152754	20380	23161		N	N
152758	20349	20541		N	N
152821	20361	23163		N	N
152848	20351	23164		N	N
152917	20309	23165		N	N
153065	20342	23167		N	N
153108	20356	20542		N	N
153280	20303	23169		N	N
153506	20322	23173		N	N
153569	20308	23176		N	N
153704	20298	23178		N	N
153716	20360	23179		N	N
153734	20320	20541		N	N
153766	20302	23180		N	N
153779	20366	23181		N	N
153918	20363	23185		N	N
153937	20299	20544		N	N
154205	20353	23186		N	N
154296	20373	23188		N	N
154335	20350	23189		N	N
154356	20394	23190		N	N
154381	20300	23191		N	N
154379	20301	23195		N	N
154478	20306	23197		N	N
154525	20340	23198		N	N
154606	20395	23200		N	N
154723	20352	23204		N	N
154730	20305	23205		N	N
154835	20385	23207		N	N
154844	20364	23208		N	N
154826	20318	23210		N	N
154939	20397	23211		N	N
154953	20324	23212		N	N
155030	20391	23214		N	N
155469	20357	23221		N	N
155480	20333	23222		N	N
155497	20384	23223		N	N
155526	20339	23224		N	N
155558	20311	23226		N	N
156002	20641	20545		N	N

Trust Agreement 31405F: 442 BI-level Autoracks

Equipment number TTGX Initials	Rack number BBL Initials	New Rack number BNSF Initials	Settlement Date	Destroyed	Notified
156048	20451	20547		N	N
158124	20327	23227		N	N
158181	20504	20549		N	N
158215	20642	20550		N	N
156265	20702	20551		N	N
156268	20574	20552		N	N
156282	20511	20553		N	N
156313	20635	20554		N	N
156325	20673	20555		N	N
156339	20584	20556		N	N
156389	20802	20557		N	N
156571	20605	20558		N	N
156612	20587	20560		N	N
156617	20343	23228		N	N
156667	20510	20562		N	N
156708	20597	20563		N	N
156722	20615	20564		N	N
156745	20405	23230		N	N
156853	20502	20566		N	N
156891	20553	20567		N	N
156980	20331	23231		N	N
157062	20676	20571		N	N
157077	20471	20572		N	N
157098	20844	20575		N	N
157130	20548	20574		N	N
157162	20457	20575		N	N
157224	20540		09/26/94	Y	Y
157275	20590	20578		N	N
157346	20559	20578		N	N
157349	20557	20579		N	N
157389	20573	20582		N	N
157400	20480	20583		N	N
157449	20648	20585		N	N
157476	20638	20586		N	N
157542	20408	23232		N	N
157543	20452	20588		N	N
157567	20545	20590		N	N
157598	20328	23233		N	N
157604	20482	20591		N	N
157611	20598	20592		N	N
157627	20313	23234		N	N
157641	20442	20593		N	N
157769	20472	20594		N	N
157782	20600	20597		N	N
157789	20427	20596		N	N
157807	20294	23235		N	N
157876	20518	20598		N	N
157883	20348	23236		N	N
157880	20567	20601		N	N
157906	20437	20600		N	N
157927	20334	23237		N	N
157935	20837	20602		N	N
157942	20599		03/28/95	Y	Y
157949	20655	20604		N	N
158001	20508	20606		N	N
158015	20439	20607		N	N
158016	20538	20608		N	N
158031	20517	20609		N	N
158107	20485	20611		N	N
158159	20444	20612		N	N
158164	20487	20613		N	N
158191	20524	20615		N	N
158193	20550	20616		N	N
158211	20585	20620		N	N
158244	20546	20622		N	N
158274	20626	20625		N	N
158310	20293	23238		N	N
158395	20412	23239		N	N

Trust Agreement 31405F: 442 B-Level Autoracks

Equipment number TTGX Initials	Rack number BBL Initials	New Rack number BNSF Initials	Settlement Date	Destroyed	Notified
158441	20441	20626		N	N
158454	20289	23240		N	N
158457	20514	20627		N	N
158489	20284	23241		N	N
158508	20458	20628		N	N
158579	20404	23242		N	N
158615	20430	20629		N	N
158642	20570	20632		N	N
158701	20478	20637		N	N
158711	20448	20638		N	N
158718	20643	20639		N	N
158721	20677	20640		N	N
158732	20645	20641		N	N
158734	20507	20642		N	N
158761	20542	20643		N	N
158808	20636	20646		N	N
158811	20503	20647		N	N
158824	20435	20648		N	N
158839	20512	20649		N	N
158855	20438	20650		N	N
158868	20458	20651		N	N
158911	20701	20652		N	N
158927	20508	20653		N	N
158961	20541	20655		N	N
159001	20521	20657		N	N
159006	20516	20658		N	N
159008	20449	20659		N	N
159050	20609	20661		N	N
159061	20562	20662		N	N
159063	20543	20663		N	N
159070	20459	20664		N	N
159083	20530	20665		N	N
159119	20415	23244		N	N
159138	20629	20670		N	N
159150	20329	23245		N	N
159173	20493	20674		N	N
159180	20346	23246		N	N
159182	20496	20676		N	N
159259	20547	20682		N	N
159271	20378	23247		N	N
159280	20564	20685		N	N
159354	20576	20689		N	N
159378	20315	23248		N	N
159390	20618	20692		N	N
159400	20522	20693		N	N
159462	20594	20698		N	N
159629	20464	20705		N	N
159680	20453	20708		N	N
159727	20588	20711		N	N
159855	20445	20719		N	N
160121	20462		05/26/92	Y	Y
160153	20429	20732		N	N
160302	20553	20748		N	N
160372	20499	20752		N	N
160401	20544	20756		N	N
160403	20335	23253		N	N
160480	20368	23254		N	N
160484	20497	20768		N	N
160486	20515	20769		N	N
160494	20417	23255		N	N
160537	20344	23256		N	N
160604	20414	23257		N	N
160689	20552	20785		N	N
160715	20376	23258		N	N
160776	20413	23259		N	N
160855	20601	20798		N	N
160882	20566	20800		N	N
253993	20407	23260		N	N

Trust Agreement 31405F: 442 BI-level Autoracks

Equipment number TTGX initials	Rack number BBL initials	New Rack number BNSF initials	Settlement Date	Destroyed	Notified
255855	20880	20840		N	N
603026	20561	20844		N	N
603083	20477	20845		N	N
603251	20819	20848		N	N
603323	20287	23261		N	N
603428	20479	20859		N	N
603471	20473	20860		N	N
603518	20849	20884		N	N
603531	20375	23262		N	N
603549	20475		03/26/97	Y	Y
603679	20326	23283		N	N
603715	20347	23264		N	N
603738	20485	20874		N	N
603890	20330	23265		N	N
603898	20440	20884		N	N
603968	20467	20886		N	N
604080	20558	20898		N	N
604140	20850	20898		N	N
604153	20283	23268		N	N
604180	20555	20801		N	N
604189	20455	20802		N	N
604206	20640	20805		N	N
604209	20370	23267		N	N
604228	20606	20804		N	N
604291	20377	23268		N	N
604300	20454	20806		N	N
604325	20554	20809		N	N
604447	20582	20817		N	N
604473	20675	20818		N	N
604485	20345	23269		N	N
604522	20601	20825		N	N
604532	20474	20826		N	N
604534	20281	23270		N	N
912463	20706	21319		N	N
912483	20355	23271		N	N
912787	20685	21328		N	N
912800	20689		1997	Y	N
912853	20580	21329		N	N
912911	20620	21331		N	N
912933	20688	21332		N	N
912948	20690	21333		N	N
912951	20710	21334		N	N
912954	20718	21335		N	N
912982	20595	21337		N	N
912984	20341	23272		N	N
913061	20824	21340		N	N
913067	20617	21341		N	N
913123	20420	23273		N	N
913191	20536	21344		N	N
913196	20632	21345		N	N
913220	20682	21346		N	N
913245	20396	21347		N	N
913257	20821	21348		N	N
913260	20495	21349		N	N
913261	20481	21350		N	N
913267	20411	23274		N	N
913274	20400	23275		N	N
913364	20422	23276		N	N
913382	20659	21352		N	N
913405	20480	21353		N	N
913451	20535	21354		N	N
913452	20631	21355		N	N
913470	20711	21356		N	N
913487	20709	21358		N	N
913526	20628	21360		N	N
913540	20393	23277		N	N
913542	20531		09/26/96	Y	Y
913640	20466	21361		N	N

Trust Agreement 31405F: 442 Bi-level Autoracks

Equipment number TTGX Initials	Rack number BBL Initials	New Rack number BNSF Initials	Settlement Date	Destroyed	Notified
913651	20693	21362		N	N
913743	20630	21363		N	N
913757	20492	21384		N	N
913783	20410	23278		N	N
913785	20398	23279		N	N
913825	20625	21366		N	N
913827	20633	21367		N	N
913852	20534	21368		N	N
913875	20483	21370		N	N
913897	20803	21371		N	N
914040	20724	21373		N	N
914056	20686	21375		N	N
914058	20623	21376		N	N
914060	20532	21377		N	N
914077	20679	21378		N	N
914085	20392	23280		N	N
920005	20285	23281		N	N
920006	20295	23282		N	N
920013	20337	23284		N	N
920031	20443	21380		N	N
920041	20436-	21381		N	N
920068	20484	21382		N	N
920067	20607	21383		N	N
930026	20539	21385		N	N
930030	20683	21386		N	N
930040	20409	23285		N	N
930050	20399	23286		N	N
930051	20402	23287	1997	Y	N
930055	20421	23288		N	N
930113	20494	21387		N	N
930119	20556	21388		N	N
930160	20401	23289		N	N
930164	20634	21389		N	N
930259	20476	21390		N	N
930280	20694	21391		N	N
930301	20408	23290		N	N
930554	20684	21398		N	N
930562	20403	23291		N	N
930572	20372		09/26/96	Y	Y
930589	20533	21400		N	N
930678	20687	21404		N	N
930679	20678	21405		N	N
930680	20424	23292		N	N
930811	20622	21406		N	N
930892	20579	21407		N	N
931236	20713	21408		N	N
940198	20681	21421		N	N
940245	20671	21424		N	N
940262	20669	21425		N	N
940272	20697	21427		N	N
940306	20667	21432		N	N
940329	20654	21435		N	N
940358	20662	21436		N	N
940392	20682	21438		N	N
940394	20703	21439		N	N
940461	20691	21441		N	N
940475	20708	21442		N	N
940480	20668	21443		N	N
940502	20716	21444		N	N
940514	20707	21447		N	N
940535	20720	21448		N	N
940556	20698	21449		N	N
940616	20722	21453		N	N
940618	20723	21454		N	N
940620	20717	21456		N	N
940628	20674	21457		N	N
940629	20700	21458		N	N
940634	20683	21459		N	N

Trust Agreement 31405F: 442 B-level Autoracks

Equipment number TTGX initials	Rack number BBL initials	New Rack number BNSF initials	Settlement Date	Destroyed	Notified
940638	20847	21480		N	N
940642	20852	21481		N	N
940643	20870	21482		N	N
940658	20714	21486		N	N
940659	20715	21467		N	N
940672	20719	21489		N	N
940681	20704	21470		N	N
940691	20681	21471		N	N
940707	20696	21472		N	N
940788	20664	21479		N	N
940789	20666	21480		N	N
940792	20672	21481		N	N
940798	20648	21482		N	N
940803	20657	21484		N	N
940807	20680	21485		N	N
940808	20721		09/26/96	Y	Y
940809	20658	21486		N	N
940812	20699	21487		N	N
940817	20695	21488		N	N
940819	20665	21489		N	N
940821	20705	21490		N	N
940825	20651	21491		N	N
940826	20712		09/26/94	Y	Y
940879	20551	21492		N	N
940907	20290	23293		N	N
941003	20589	21510		N	N
941052	20288	23294		N	N
941086	20418	23295		N	N
941114	20432	21519		N	N
941331	20565	21529		N	N
941506	20571	21550		N	N
941538	20568	21552		N	N
941703	20490	21573		N	N
941872	20367	23296		N	N
941888	20369	23298		N	N
942579	20416	23299		N	N
961400	20529		03/26/95	Y	Y
961448	20525	21640		N	N
961615	20468	21645		N	N
961622	20513	21647		N	N
961862	20470	21654		N	N
961961	20560	21859		N	N
961963	20616	21660		N	N
961966	20827	21661		N	N
961967	20612	21662		N	N
961969	20575	21663		N	N
961974	20613	21665		N	N
961975	20450	21666		N	N
961977	20491	21667		N	N
961979	20549	21668		N	N
961981	20286	23300		N	N
961984	20593	21669		N	N
961991	20505	21670		N	N
961996	20498	21671		N	N
962009	20814	21672		N	N
962016	20610	21673		N	N
962026	20431	21674		N	N
962131	20463	21679		N	N
962160	20596	21680		N	N
962187	20433	21682		N	N
962595	20591	21695		N	N
962602	20572	21697		N	N
962605	20563	21698		N	N
962666	20314	23302		N	N
962712	20604	21702		N	N
962849	20537	21706		N	N
962863	20469	21707		N	N
962886	20423	23303		N	N

Trust Agreement 31405F: 442 BI-level Autoracks

Equipment number TTGX initials	Rack number BBL initials	New Rack number BNSF initials	Settlement Date	Destroyed	Notified
962824	20808	21708		N	N
962841	20588	21710		N	N
962858	20582	21713		N	N
962857	20446	21714		N	N
963046	20419	23304		N	N
963078	20519	21719		N	N
963105	20528	21721		N	N
963116	20374	23305		N	N
963188	20316	23308		N	N
963230	20428	21726		N	N
963472	20520	21730		N	N
963474	20578	21731		N	N
963485	20523	21732		N	N
963491	20509	21733		N	N
963503	20526	21736		N	N
963541	20425	21740		N	N
963607	20527	21741		N	N
963680	20488	21742		N	N
963722	20447	21744		N	N
963740	20569	21745		N	N
963786	20481		10/28/92	Y	Y
963968	20428	21755		N	N
963999	20639	21757		N	N
964089	20581	21771		N	N
964416	20317	23308		N	N
964878	20556	21824		N	N
964883	20434	21825		N	N
964904	20577	21826		N	N
964910	20500	21827		N	N
964911	20583	21828		N	N
965084	20489	21851		N	N
965143	20611	21861		N	N
975059	20296	23309		N	N
977029	20292	23310		N	N

Trust Agreement 31405F: 230 Tri-Level Autoracks

Equipment number ETTX Initials	Rack number BTL Initials	New Rack number BNSF Initials	Settlement Date	Destroyed	Notified
	30114		01/28/92	Y	Y
	30130		01/28/92	Y	Y
800006	30254	30328		N	N
800017	30304	30329		N	N
800099	30274	30336		N	N
800204	30188	30356		N	N
800223	30233	30359		N	N
800230	30091	32151		N	N
800231	30314	30360		N	N
800253	30251	30362		N	N
800314	30302	30370		N	N
800326	30265	30372		N	N
800360	30286	30382		N	N
800489	30137	32152		N	N
800723	30258	30412		N	N
800752	30174	30416		N	N
800767	30291	30418		N	N
800770	30187	30419		N	N
800903	30155	32153		N	N
800959	30181	30428		N	N
800989	30301	30431		N	N
801022	30310	30438		N	N
801030	30142	32154		N	N
801053	30161	30441		N	N
801054	30113	32155		N	N
801058	30297	30442		N	N
801067	30171	30444		N	N
801216	30296	30452		N	N
801250	30141	32156		N	N
801251	30305	30454		N	N
801258	30119	32157		N	N
801264	30300	30455		N	N
801269	30202	30456		N	N
801284	30118	32158		N	N
801285	30193	30457		N	N
801291	30208	32159		N	N
801488	30200	30469		N	N
801653	30185	30501		N	N
801655	30127	32160		N	N
801765	30238	30506		N	N
801768	30199	30507		N	N
801769	30245	30508		N	N
801805	30099	32161		N	N
802288	30158	32162		N	N
802308	30147	32163		N	N
802325	30201	30524		N	N
802336	30195	30525		N	N
802342	30103	32164		N	N
802346	30206	30526		N	N
802362	30289	30527		N	N
802379	30212	30528		N	N
802385	30276	30529		N	N
802386	30240	30530		N	N
802387	30156	32165		N	N
802392	30288	30531		N	N
802400	30290	30532		N	N
802412	30266	30533		N	N
802415	30112	32166		N	N
802576	30198	30534		N	N
802579	30228	30535		N	N
802639	30210	30536		N	N
802641	30270	30537		N	N
802646	30100	32167		N	N
802655	30257	30538		N	N
802663	30132	32168		N	N
802670	30169	30539		N	N
802686	30236	30540		N	N
802693	30172	30541		N	N

Trust Agreement 31405F: 230 Tri-level Autoracks

Equipment number ETTX Initials	Rack number BTL Initials	New Rack number BNSF Initials	Settlement Date	Destroyed	Notified
802698	30153	32169		N	N
802700	30128	32170		N	N
802710	30224	30542		N	N
802723	30308	30543		N	N
802750	30105	32171		N	N
802761	30144	32172		N	N
802767	30262	30544		N	N
802775	30124		1997	Y	N
802784	30138	32173		N	N
802793	30237	30546		N	N
802795	30151	32174		N	N
802862	30134	32175		N	N
802937	30269	30551		N	N
803181	30283	30561		N	N
803333	30292	30573		N	N
803334	30277	30574		N	N
803342	30287	30575		N	N
803343	30285	30576		N	N
803344	30295	30577		N	N
803368	30281	30578		N	N
810028	30109	32176		N	N
810031	30179	30579		N	N
810053	30223	30583		N	N
810060	30252	30584		N	N
810096	30102	32178		N	N
810114	30232	30588		N	N
810139	30131	32179		N	N
810142	30244	30589		N	N
810171	30234	30591		N	N
810180	30215	30592		N	N
860063	30293	31668		N	N
860108	30272	31669		N	N
860132	30278	31670		N	N
860409	30309	31671		N	N
900667	30184	31686		N	N
901429	30243	31712		N	N
902040	30260	31732		N	N
902142	30094	32185		N	N
902202	30189	31738		N	N
902225	30271	31740		N	N
902229	30173	31741		N	N
902305	30162	31745		N	N
902346	30259	31747		N	N
902350	30194	31748		N	N
902363	30170	31749		N	N
902384	30263	31750		N	N
902372	30157	32196		N	N
902381	30177	31751		N	N
902384	30146	32197		N	N
902392	30140			N	N
902730	30318	31765		N	N
902735	30247	31766		N	N
903501	30180	31803		N	N
903825	30279	31819		N	N
905146	30129	32200		N	N
905275	30117	32201		N	N
905324	30184	31888		N	N
905360	30319	31889		N	N
905493	30203	31892		N	N
905506	30242	31893		N	N
905618	30227	31898		N	N
905633	30167	31900		N	N
905676	30268	31904		N	N
905678	30226	31905		N	N
905689	30217	31906		N	N
905693	30256	31907		N	N
905696	30143	32202		N	N
905743	30182	31910		N	N

Trust Agreement 31405F: 230 Tri-level Autoracks

Equipment number ETTX Initials	Rack number BTL Initials	New Rack number BNSF Initials	Settlement Date	Destroyed	Notified
905831	30230	31817		N	N
906888	30307	31927		N	N
906888	30299	31928		N	N
907235	30168	31941		N	N
907256	30308	31942		N	N
907400	30315	31950		N	N
907402	30111	32203		N	N
907466	30163	31953		N	N
907487	30207	31954		N	N
907501	30125	32204		N	N
907510	30213	31955		N	N
907697	30097	32205		N	N
907722	30248	31961		N	N
907812	30118	32206		N	N
907881	30313	31966		N	N
907888	30093	32207		N	N
907891	30311	31967		N	N
907914	30316	31968		N	N
907957	30261	31970		N	N
908088	30123	32208		N	N
908085	30092	32208		N	N
908124	30095	32210		N	N
908125	30183	31976		N	N
908126	30214	31977		N	N
908142	30175	31978		N	N
908168	30152	32211		N	N
908182	30188	31979		N	N
908184	30197	31980		N	N
908209	30222	31982		N	N
908216	30139	32212		N	N
908217	30133	32213		N	N
908219	30191	31983		N	N
908230	30209	31984		N	N
908248	30160	31985		N	N
908249	30101	32214		N	N
908322	30145	32215		N	N
908332	30221	31986		N	N
908333	30110	32216		N	N
908340	30225	31987		N	N
908352	30220	31988		N	N
908365	30115	32217		N	N
908370	30241	32218		N	N
908383	30122	32219		N	N
908387	30178	32220		N	N
908388	30090	32221		N	N
908394	30250	31990		N	N
908537	30235	31997		N	N
908549	30219	31999		N	N
908640	30192	32002		N	N
908683	30312	32004		N	N
908692	30096	32222		N	N
908693	30249	32005		N	N
908735	30165	32007		N	N
908766	30294	32008		N	N
908776	30176	32009		N	N
908801	30211	32010		N	N
908808	30253	32011		N	N
908816	30264	32012		N	N
908835	30317	32013		N	N
908879	30216	32015		N	N
908849	80190	32017		N	N
908953	30298	32018		N	N
908989	30196	32019		N	N
909024	30136	32223		N	N
909210	30107	32224		N	N
909215	30239	32030		N	N
909234	30166	32031		N	N
909273	30154	32225		N	N

Trust Agreement 31405F: 230 Tri-level Autoracks

Equipment number ETTX Initials	Rack number BTL Initials	New Rack number BNSF Initials	Settlement Date	Destroyed	Notified
909286	30231	32035		N	N
909364	30204	32051		N	N
909378	30150	32226		N	N
909379	30218	32054		N	N
909383	30159	32227		N	N
909392	30120	32228		N	N
909415	30108	32229		N	N
909449	30135	32230		N	N
909453	30275	32055		N	N
909480	30284	32061		N	N
909508	30255	32065		N	N
909513	30282	32066		N	N
909521	30248	32067		N	N
909527	30104	32231		N	N
909538	30128	32232		N	N
909542	30205	32068		N	N
909711	30273	32076		N	N
909713	30280	32077		N	N
909817	30086	32233		N	N
909821	30148	32234		N	N
909822	30149	32235		N	N
909830	30108	32236		N	N
909831	30121	32237		N	N
909832	30303	32078		N	N
909839	30229	32079		N	N
909840	30267	32080		N	N

"Average Life Date" shall mean, with respect to the prepayment of an Equipment Note, the date which follows the prepayment date by a period equal to the Remaining Weighted Average Life of such Equipment Note.

"Bankruptcy Code" shall mean the United States Bankruptcy Reform Act of 1978, as amended from time to time, 11 U.S.C. § 101 et seq.

"Basic Rent" shall mean, with respect to any Unit of Equipment, all rent payable by the Lessee to the Lessor pursuant to Section 3.2 of the Lease for the Basic Term for such Unit, and all rent payable pursuant to Section 22.2 of the Lease for any Renewal Term for such Unit.

"Basic Term" shall have the meaning specified in Section 3.1 of the Lease.

"Basic Term Commencement Date" shall mean March 26, 1991.

"Basic Term Expiration Date" shall mean March 26, 2013.

"Beneficial Interest" shall mean the interest of the Owner Participant under the Trust Agreement.

"Bill of Sale" shall mean the bill of sale, dated the Closing Date, from Seller to Owner Trustee covering the Equipment, substantially in the form of Exhibit B to the Participation Agreement.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which commercial banking institutions are authorized or required by law, regulation or executive order to be closed in New York, New York, Fort Worth, Texas, the city in which the principal place of business of the Owner Participant is located, the city and state in which the principal corporate trust office of the Owner Trustee is located, and, until the lien of the Indenture has been discharged, the city and state in which the principal corporate trust office of the Indenture Trustee is located.

"Certificate of Acceptance" shall have the meaning specified in Section 2.3(b) of the Participation Agreement.

"Change in Tax Law" shall mean a change, amendment, modification, addition or deletion in or to the Code, any regulation thereunder (whether proposed, temporary or final) or any Revenue Ruling, Revenue Procedure or other published administrative determination, in each case after the execution and delivery of the Participation Agreement.

"Closing Date" shall have the meaning specified in Section 2.3(a)(i) of the Participation Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Commitment" with respect to the Owner Participant, shall have the meaning specified in Section 2.2(a) to the Participation Agreement and with respect to each Loan Participant, shall have the meaning specified in Section 2.2(b) to the Participation Agreement.

"Debt Amortization" with respect to any Equipment Note shall mean the amortization schedule of principal payments applicable thereto.

"Debt Rate" shall mean as of the date of determination, a rate equal to the weighted average rate of interest per annum borne by the Equipment Notes then outstanding (computed on the basis of a 360-day year of twelve 30-day months).

"Determination Date" shall mean the 26th day of any calendar month.

"Equipment" shall mean collectively those items of railroad rolling stock described in the Lease Supplements and the Indenture Supplements, together with any and all accessions, additions, improvements and replacements from time to time incorporated or installed in any item thereof which are the property of the Owner Trustee pursuant to the terms of the Lease, and "Unit" shall mean individually the various items thereof.

"Equipment Cost" shall mean, for each Unit, the purchase price therefor paid by the Owner Trustee to the Seller pursuant to Section 2 of the Participation Agreement and as set forth in Schedule 1 to the Participation Agreement with respect to such Unit.

"Equipment Notes" shall mean the Equipment Notes, each to be substantially in the form therefor set forth in Section 2.01 of the Indenture, issued by the Owner Trustee pursuant to Section 2.02 of the Indenture, and authenticated by the Indenture Trustee, in principal amounts and bearing interest at the rates and payable as provided in Section 2.02 of the Indenture and secured as provided in the Granting Clause of the Indenture, and shall include any Equipment Notes issued in exchange therefor or replacement thereof pursuant to Section 2.07 or 2.08 of the Indenture.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor law.

"Event of Loss" shall have the meaning specified in Section 11.1 of the Lease.

"Excepted Property" shall mean (i) any right, title or interest of the Owner Trustee in its individual capacity or the Owner Participant to any payment which by the terms of Section 7 or clause (y) of the first proviso immediately following Section 11.2, to the extent such proviso relates to tax indemnification, of the Participation Agreement, Section 17 of the Lease, Section 5.03 or 7.01 of the Trust Agreement or any section of the Tax Indemnity Agreement or any corresponding payment under Section 3.3 of the Lease shall be payable to the Owner Trustee in its individual capacity or to the Owner Participant, as the case may be, (ii) any insurance proceeds payable under insurance maintained by the Owner Trustee in its individual capacity or the Owner Participant pursuant to Section 12.3 of the Lease, (iii) any insurance proceeds payable to the Owner Trustee in its individual capacity or to the Owner Participant, under any public liability insurance maintained by Lessee pursuant to Section 12 of the Lease or by any other Person, (iv) any rights of the Owner Participant or the Owner Trustee in its individual capacity to demand, collect, sue for, or otherwise receive and enforce payment of the foregoing amounts and (v) the respective rights of the Owner Trustee in its individual

capacity or the Owner Participant to the proceeds of the foregoing.

"Excess Foreign Losses" shall have the meaning specified in the Tax Indemnity Agreement.

"Fair Market Renewal Term" shall have the meaning specified in Section 22.3 of the Lease.

"Fair Market Rental Value" or "Fair Market Sales Value" with respect to any Unit of Equipment shall mean the cash rent or cash price obtainable for such Unit in an arm's length lease or sale between an informed and willing lessee or purchaser under no compulsion to lease or purchase, as the case may be, and an informed and willing lessor or seller, under no compulsion to lease or sell, as the case may be, as the same shall be specified by agreement between Lessor and Lessee (or Seller, in the case of the exercise of a purchase option). Lessee, upon delivering to Lessor its revocable notice of exercise of its option to renew the Lease with respect to any Unit, and the Seller, upon delivering to Lessor its revocable notice of its exercise of its option to purchase any Unit, shall in such notice set forth a rental value or purchase price for such Unit or Units, as the case may be. If the parties are unable to agree upon a Fair Market Rental Value and/or a Fair Market Sales Value within 30 days after delivery of the aforementioned notice by Lessee or Seller, as the case may be, the purchase price of such Unit or Units shall be determined by appraisal. Lessee or Seller, as the case may be, will within 15 days after such 30-day period provide Lessor the name of an appraiser that would be satisfactory to Lessee or Seller, as the case may be, and Lessor and Lessee or Seller, as the case may be, will consult with the intent of selecting a mutually acceptable appraiser. If a mutually acceptable appraiser is selected, the Fair Market Rental Value or the Fair Market Sales Value, as the case may be, shall be determined by such appraiser and Lessor and Lessee or Seller, as the case may be, shall each bear one half of the cost thereof. If Lessee or Seller, as the case may be, and Lessor are unable to agree upon a single appraiser within such 15-day period, Lessor will retain an appraiser within 15 days. The appraiser selected by Lessee or Seller, as the case may be, and the appraiser selected by Lessor shall select a consensus appraiser within 30 days. If the appraisers cannot agree on a consensus appraiser within 30 days, the Fair Market Rental Value, and/or Fair

Market Value shall be determined by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association and the cost of such determination shall be borne equally by Lessee or Seller, as the case may be, and Lessor, except that Lessee or Seller, as the case may be, shall bear the cost of the appraiser selected by Lessee or Seller, as the case may be, and Lessor shall bear the cost of the appraiser selected by Lessor. If the parties are able to agree upon a single appraiser or the two appraisers are able to agree upon a consensus appraiser, the single appraiser or the three appraisers, as the case may be, shall within 30 days make a determination of such Fair Market Rental Value and/or Fair Market Sales Value. If there shall be a panel of three appraisers, the appraisal which differs most from the other two appraisals with respect to Fair Market Rental Value and Fair Market Sales Value, each considered separately, shall be excluded and the remaining two appraisals shall be averaged and such average shall constitute the Fair Market Rental Value or Fair Market Value, as appropriate. If there shall be a panel of three appraisers, Lessee or Seller, as the case may be, shall bear the cost of the appraiser selected by Lessee or Seller, Lessor shall bear the cost of the appraiser selected by Lessor, and Lessee or Seller, as the case may be, and Lessor shall equally share the cost of the consensus appraiser. If Lessee revokes its notice to renew the lease or the Seller revokes its notice to purchase any Unit, Lessee or Seller, as the case may be, will pay the cost of the appraisal. If such appraisal is in connection with the exercise of remedies set forth in Section 15 of the Lease, Lessee shall pay the costs of such appraisal.

"Final Rent Payment Date" shall mean, for each Unit, the last Rent Payment Date during the Basic Term applicable to such Unit.

"Fixed Price Purchase Date" shall mean March 26, 2008.

"Fixed Purchase Price" shall mean, with respect to any Unit delivered on the First Closing Date, the amount equal to the product of 65.69% and the Equipment Cost for such Unit and with respect to any Unit delivered on the Second Closing Date, the amount equal to the product of 64.96% and the Equipment Cost for such Unit.

"Fixed Rate Renewal Term" shall have the meaning specified in Section 22.2 of the Lease.

"Guarantor" shall mean Union Bank, a California banking corporation.

"ICC" shall mean the Interstate Commerce Commission.

"Indemnified Person" shall have the meaning specified in Section 7.2(b) of the Participation Agreement.

"Indenture" or "Trust Indenture" shall mean the Trust Indenture and Security Agreement (BN 1990-B), dated as of September 14, 1990 between the Owner Trustee, in the capacities described therein, and Indenture Trustee, as amended, supplemented or otherwise modified from time to time, including supplementation by each Indenture Supplement pursuant thereto.

"Indenture Default" shall mean an Indenture Event of Default or an event which with notice or the lapse of time or both would become an Indenture Event of Default.

"Indenture Estate" shall have the meaning specified in the Granting Clause of the Indenture.

"Indenture Event of Default" shall have the meaning specified in Section 4.01 of the Indenture.

"Indenture Investment" shall mean any obligation issued or guaranteed by the United States of America or any of its agencies for the payment of which the full faith and credit of the United States of America is pledged.

"Indenture Supplement" shall mean the Indenture Supplement dated a Closing Date, substantially in the form of Exhibit A to the Indenture, between the Owner Trustee, in the capacities described therein, and the Indenture Trustee, covering the Units delivered on such Closing Date.

"Indenture Trustee" shall mean The Connecticut National Bank, a national banking association, as trustee under the Indenture and its successors thereunder.

"Indenture Trustee Agreements" shall mean the Operative Agreements to which the Indenture Trustee is or will be a party.

"Interchange Rules" shall mean the interchange rules or supplements thereto of the Mechanical Division of the Association of American Railroads, as the same may be in effect from time to time.

"Interim Interest" shall have the meaning specified in Section 2.2(c) of the Participation Agreement.

"Interim Term" shall have the meaning specified in Section 3.1 of the Lease.

"Investment Banker" shall mean an independent investment banking institutions of national standing appointed by Lessee.

"Late Rate" shall mean (a) for such period of time as the Equipment Notes are outstanding, (i) with respect to the portion of any payment of Rent that would be required to be distributed to the holders of the Equipment Notes pursuant to the terms of the Indenture, the lesser of 2% over the Debt Rate and the maximum interest rate from time to time permitted by law, and (ii) with respect to the portion of any payment of Rent that would be required to be distributed to Lessor pursuant to the terms of the Indenture or would be payable directly to Lessor, the Owner Participant or the Owner Trustee in its individual capacity, the lesser of 2% over the Prime Rate and the maximum interest rate from time to time permitted by law, and (b) at any time thereafter, (i) with respect to the portion of any payment of Rent that would be required to be distributed to any holders of Equipment Notes pursuant to the terms of the Indenture solely in respect of a payment of the principal of any Equipment Notes, interest rates applicable to such Equipment Notes under their terms and the terms of the Indenture, (ii) with respect to the portion of any payment of Rent that would be required to be distributed to Lessor pursuant to the terms of the Indenture or would be payable directly to Lessor, the Owner Participant or the Owner Trustee in its individual capacity, the lesser of 2% over the Prime Rate and the maximum interest rate from time to time permitted by law, and (iii) with respect to the remaining portion of any payment of Rent, zero.

"Lease" or "Lease Agreement" or "Equipment Lease" shall mean the Equipment Lease Agreement (BN 1990-B), relating to the Equipment, dated as of September 14, 1990, between the Owner Trustee, in the capacities described therein, as Lessor, and the Lessee as amended, supplemented or otherwise modified from time to time. The term "Lease" shall include each Lease Supplement entered into pursuant to the terms of the Lease.

"Lease Default" shall mean a Lease Event of Default or an event which with notice or lapse of time or both would become a Lease Event of Default.

"Lease Event of Default" and "Event of Default" shall mean an Event of Default under the Lease as specified in Section 14 thereof.

"Lease Supplement" shall mean a Lease Supplement (BN 1990-B), dated a Closing Date, substantially in the form of Exhibit A to the Lease, between the Lessor and the Lessee, covering the Units delivered on such Closing Date.

"Lease Term" shall mean, with respect to any Unit, the Interim Term applicable to such Unit, the Basic Term applicable to such Unit and any Renewal Term applicable to such Unit then in effect.

"Lessee" shall mean Burlington Northern Railroad Company, a Delaware corporation, and any corporation which succeeds thereto by merger or consolidation or which acquires all or substantially all of the assets thereof.

"Lessee Agreements" shall mean the Operative Agreements to which Lessee is a party.

"Lessor" shall have the meaning specified in the recitals to the Lease.

"Lessor's Liens" means any Lien affecting, on or in respect of the Equipment, the Lease or the Trust Estate arising as a result of (i) claims against or affecting Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant, not related to the transactions contemplated by the Lease or the Participation Agreement, or (ii) acts or omissions of the Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant, not related to the transactions contemplated by the lease

or the Participation Agreement, or not permitted under the Lease or under the Participation Agreement or in breach of any covenant or agreement of such Person set forth in any of the Operative Agreements, or (iii) taxes imposed against the Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant or the Trust Estate which are not indemnified against by the Lessee pursuant to the Participation Agreement or under the Tax Indemnity Agreement, or (iv) claims against the Lessor or the Owner Participant arising out of the transfer (whether voluntary or involuntary) of the Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant (without the consent of the Lessee, the Indenture Trustee and the Loan Participants) of all or any portion of their respective interests in the Equipment, the Trust Estate or the Operative Agreements, other than a transfer pursuant to Sections 10, 11, 12 or 15 of the Lease or Section 9 of the Participation Agreement.

"Lien" shall mean any mortgage, pledge, security interest, lien, encumbrance, lease, exercise of rights, claim, disposition of title or other charge of any kind on property.

"Loan Participant" shall mean and include each registered holder from time to time of an Equipment Note issued under the Indenture, including, so long as it holds any Equipment Notes issued thereunder, the Pass Through Trustee under any Pass Through Trust Agreement.

"Losses" shall have the meaning specified in the Tax Indemnity Agreement.

"Majority In Interest" as of a particular date of determination shall mean with respect to any action or decision of the holders of the Equipment Notes, the holders of more than 50% in aggregate principal unpaid amount of the Equipment Notes, if any, then outstanding which are affected by such decision or action, excluding any Equipment Notes held by the Owner Participant or an Affiliate of the Owner Participant.

"Make-Whole Amount" shall mean, with respect to the principal amount of Equipment Note to be prepaid on any prepayment date, the amount which the Investment Banker determines as of the third Business Day prior to such prepayment date to equal the product obtained by multiplying (a) the excess, if any, of (i) the sum of the

present values of all the remaining scheduled payments of principal and interest from the prepayment date to maturity of such Equipment Note, discounted semi-annually on each March 26 and September 26 at a rate equal to the Treasury Rate, based on a 360-day year of twelve 30-day months, over (ii) the aggregate unpaid principal amount of such Equipment Note plus any accrued but unpaid interest thereon by (b) a fraction the numerator of which shall be the principal amount of such Equipment Note to be prepaid on such prepayment date and the denominator of which shall be the aggregate unpaid principal amount of such Equipment Note; provided that the aggregate unpaid principal amount of such Equipment Note for the purposes of clause (a)(ii) and (b) of this definition shall be determined after deducting the principal installment, if any, due on such prepayment date.

"Modification" shall have the meaning specified in Section 9.2 of the Lease.

"Net Economic Return" shall mean both the aggregate after-tax cash flow and the after-tax book yield expected by the original Owner Participant with respect to the Equipment, utilizing the multiple investment sinking fund method of analysis and the same assumptions as used by such Owner Participant (including the Tax Assumptions set forth in Section 1 of the Tax Indemnity Agreement) in making the original computations upon which its evaluation of its investment in the Equipment was based.

"Non-Severable Modification" shall mean any Modification that is not readily removable without causing material damage to the Equipment or any Unit.

"Officer's Certificate" shall mean a certificate signed (i) in the case of a corporation by the President, any Vice President, the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of such corporation, (ii) in the case of a partnership by the Chairman of the Board, the President or any Vice President, the Treasurer or an Assistant Treasurer of a corporate general partner, and (iii) in the case of a commercial bank or trust company, the Chairman or Vice Chairman of the Executive Committee or the Treasurer, any Trust Officer, any Vice President, any Executive or Senior or Second or Assistant Vice President, or any other officer or assistant officer customarily performing the functions similar to those performed by the persons who at the time shall be

such officers, or to whom any corporate trust matter is referred because of his knowledge of and familiarity with the particular subject.

"Operative Agreements" shall mean the Participation Agreement, the Bill of Sale, the Trust Agreement, the Pass Through Trust Agreements, the Equipment Notes, the Assignment of Warranties, the Lease, each Lease Supplement, the Indenture, each Indenture Supplement and the Tax Indemnity Agreement.

"Other Equipment Notes" shall mean the equipment notes issued under the Trust Indenture and Security Agreement (BN 1990-A), dated as of September 14, 1990, between The Connecticut National Bank and the Owner Trustee, the Trust Indenture and Security Agreement (BN 1990-C), dated as of September 14, 1990, between The Connecticut National Bank and the Owner Trustee, the Trust Indenture and Security Agreement (BN 1990-D), dated as of September 14, 1990, between The Connecticut National Bank and the Owner Trustee, the Trust Indenture and Security Agreement (BN 1990-E), dated as of September 14, 1990, between The Connecticut National Bank and the Owner Trustee, the Trust Indenture and Security Agreement (BN 1990-F), dated as of September 14, 1990, between The Connecticut National Bank and the Owner Trustee and the Trust Indenture and Security Agreement (BN 1990-G), dated as of September 14, 1990, between The Connecticut National Bank and the Owner Trustee.

"Overdue Rate" shall mean an annual rate of the lesser of Prime Rate plus 5% and the highest rate permitted by applicable law, in either case, computed on the basis of a 365 day year for the actual number of days elapsed.

"Owner Participant" shall mean Unionbanc Leasing Corporation a California corporation, and its permitted successors and assigns.

"Owner Participant Agreements" shall mean the Operative Agreements to which the Owner Participant is or will be a party.

"Owner Participant Guaranty" shall mean the Guaranty of Obligations (BN 1990-B), dated as of September 14, 1990, by the Guarantor as named therein.

"Owner Trustee" shall mean Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee under the Trust Agreement and its successors thereunder.

"Owner Trustee Agreements" shall mean the Operative Agreements to which the Owner Trustee, either in its individual or fiduciary capacity, is or will be a party.

"Participants" shall mean the Loan Participants and the Owner Participant.

"Participation Agreement" shall mean the Participation Agreement (BN 1990-B) dated as of September 14, 1990, among the Lessee, the Seller, the Participants, the Owner Trustee and the Indenture Trustee.

"Pass Through Certificates" shall mean any of the Pass Through Certificates issued pursuant to any of the Pass Through Trust Agreements.

"Pass Through Trust Agreement" shall mean each of the two separate Pass Through Trust Agreements, dated as of September 14, 1990, between the Lessee and the Pass Through Trustee.

"Pass Through Trustee" shall mean The Connecticut National Bank, a national association, in its capacity as trustee under each Pass Through Trust Agreement, and each other person which may from time to time be acting as successor trustee under any such Pass Through Trust Agreement.

"Permitted Investments" shall mean (i) direct obligations of the United States of America and agencies thereof for which the full faith and credit of the United States is pledged, (ii) obligations fully guaranteed by the United States of America, (iii) certificates of deposit issued by, or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the States thereof having combined capital and surplus and retained earnings of at least \$500,000,000 (including the Indenture Trustee and the Owner Trustee if such conditions are met), (iv) commercial paper of companies, banks, trust companies or national banking associations incorporated or doing business under the laws of the United States of America or

one of the States thereof and in each case having a rating assigned to such commercial paper by Standard & Poor's Corporation or Moody's Investor's Service, Inc. (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organization, and (v) purchase agreements with any financial institution having a combined capital and surplus of at least \$750,000,000 fully collateralized by obligations of the type described in clauses (i) through (iv) above; provided that if all of the above investments are unavailable, the entire amount to be invested may be used to purchase Federal Funds from an entity described in (iii) above; and provided further that no investment shall be eligible as a "Permitted Investment" unless the final maturity or date of return of such investment is 180 days or less from the date of purchase thereof.

"Permitted Liens" with respect to the Equipment and each Unit thereof, shall mean: (i) the interests of the Lessee and the Owner Trustee under the Lease and the Lease Supplements; (ii) the interest of the Lessee and any sublessee as provided in any sublease permitted pursuant to Section 8.3 of the Lease; (iii) any Liens thereon for taxes, assessments, levies, fees and other governmental and similar charges not due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings so long as there exists no material risk of sale, forfeiture, loss, or loss of use of any Unit or any interest therein; (iv) any Liens of mechanics, suppliers, materialmen, laborers, employees, repairmen and other like Liens arising in the ordinary course of Lessee's (or if a sublease is then in effect, any sublessee's) business securing obligations which are not due and payable or the amount or validity of which is being contested so long as there exists no material risk of sale, forfeiture, loss, or loss of use of any Unit; (v) the Lien and security interest granted to the Indenture Trustee under and pursuant to the Indenture, and the respective rights of the Loan Participants, the Indenture Trustee, the Owner Participant and the Owner Trustee under the Operative Agreements; (vi) Liens arising out of any judgment or award against the Lessee (or any sublessee permitted pursuant to Section 8.3 of the Lease) with respect to which an appeal or proceeding for review is being presented in good faith and with respect to which there shall have been secured a stay of execution pending

such appeal or proceeding for review; (vii) salvage rights of insurers under insurance policies maintained pursuant to section 12; and (viii) any other Lien with respect to which the Lessee (or any sublessee) shall have provided a bond adequate in the reasonable opinion of the Owner Trustee and the Indenture Trustee.

"Person" shall mean an individual, partnership, corporation, trust, association or unincorporated organization, and a government or agency or political subdivision thereof.

"Premium Termination Date" shall mean, with respect to a Series 1 Equipment Note, September 26, 2003, and with respect to a Series 2 Equipment Note, September 26, 2007.

"Prime Rate" shall mean the rate announced from time to time by Chase Manhattan Bank, N.A., as its prime commercial lending rate.

"Related Equity Investment" shall mean the aggregate equity investment of each Related Owner Participant in the trusts issuing the Equipment Notes and the Other Equipment Notes.

"Related Owner Participants" shall mean the persons, other than the Seller or any of its Affiliates, owning the beneficial interests in the trusts issuing the Equipment Notes and the Other Equipment Notes.

"Remaining Weighted Average Life" shall mean, with respect to prepayment of an Equipment Note, the number of days equal to the quotient obtained by dividing (A) the sum of the products obtained by multiplying (1) the amount of each remaining principal payment on such Equipment Note by (2) the number of days from and including the prepayment date to but excluding the scheduled payment date of such principal payment by (B) the unpaid principal amount of such Equipment Note.

"Renewal Term" shall mean, with respect to any Unit, any term in respect of which the Lessee shall have exercised its option to renew the Lease for such Unit pursuant to Section 22.2 thereof, including any Fixed Rate Renewal Term.

"Renewal Term Commencement Date" shall mean the first day following the end of the Basic Term or the immediately preceding Renewal Term if a renewal has been effected.

"Rent" shall mean all Basic Rent and Supplemental Rent.

"Rent Payment Date" or "Payment Date" shall mean each March 26 and September 26 of each year occurring during the Lease Term, provided that if any such date shall not be a Business Day, then "Rent Payment Date" or "Payment Date" shall mean the next succeeding Business Day.

"Replacement Unit" shall mean a covered hopper which shall have been leased under the Lease pursuant to Section 11.4 of the Lease.

"Required Modification" shall have the meaning specified in Section 9.1 of the Lease.

"Responsible Officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of any party contained in any Operative Agreement, the President, or any Vice President, Assistant Vice President, Treasurer, Assistant Treasurer or other officer, who in the normal performance of his operational responsibility would have knowledge of such matters and the requirements with respect thereto.

"Security" shall have the same meaning as in Section 2(1) of the Securities Act of 1933, as amended.

"Seller" shall mean BN Leasing Corporation, a Delaware corporation, and its successors and assigns.

"Series" shall mean one of the two series of Equipment Notes described in Section 2.02 of the Indenture.

"Severable Modification" shall mean any Modification that is readily removable without causing material damage to the Equipment or any Unit.

"Scheduled Closing Date" shall have the meaning specified in Section 2.7 of the Participation Agreement.

"Special Purchase Date" shall mean either of March 26, 2003, March 26, 2004, or March 26, 2006.

"Special Purchase Price" shall mean, with respect to any Unit, the greater of the Fair Market Sales Value and the Termination Value for such Unit.

"Stipulated Loss Value" payable with respect to an Event of Loss or deemed Event of Loss for any Unit as of any date of determination shall mean (i) until 18% of all Units (other than those Units suffering an Event of Loss specified in Section 11.1(vi)) shall have suffered an Event of Loss, and in all cases in which a Unit suffers an Event of Loss pursuant to Sections 11.1(vi) and 6.1(b), the amount determined by multiplying the Equipment Cost for such Unit by the percentage set forth in Schedule 4 to the Participation Agreement opposite the Determination Date on which such Stipulated Loss Value will be paid and (ii) after 18% of all Units (other than those Units suffering an Event of Loss specified in Section 11.1(vi)) shall have suffered an Event of Loss (except with respect to Units suffering an Event of Loss pursuant to Sections 11.1(vi) and 6.1(b)), the amount determined by multiplying the Equipment Cost for such Units by the percentage set forth in Schedule 5 to the Participation Agreement set forth opposite the Determination Date on which such Stipulated Loss Value will be paid; provided that during any Renewal Term, "Stipulated Loss Value" shall be determined as provided in Section 22.5 of the Lease. Anything contained herein or in the Participation Agreement to the contrary notwithstanding, Stipulated Loss Value for such Unit (both before and after any adjustment pursuant to Section 2.6 of the Participation Agreement or any deduction pursuant to Section 3.5 of the Lease) will, under any circumstances and in any event, be an amount which, together with any other amounts required to be paid by Lessee hereunder in connection with such Event of Loss, will be at least sufficient to pay in full as of the date of payment thereof the aggregate unpaid principal of the Equipment Notes issued in respect of such Unit, together with all unpaid interest thereon accrued to the date on which such amount is paid in accordance with the terms hereof.

"Subsidiary" of any Person shall mean any corporation, association, or other business entity of which more than 50% (by number of votes) of the voting stock at the time outstanding shall at the time be owned, directly

or indirectly, by such Person or by any other corporation, association or trust which is itself a Subsidiary within the meaning of this definition, or collectively by such Person and any one or more such Subsidiaries.

"Supplemental Rent" shall mean all amounts, liabilities and obligations (other than Basic Rent) which the Lessee is obligated to pay under the Operative Agreements to or on behalf of any of the other parties thereto, including, but not limited to, Termination Value and Stipulated Loss Value payments, and amounts, if any, payable, under Section 2.6 of the Participation Agreement (to the extent such payment does not give rise to a rental adjustment under Section 2.7 of the Participation Agreement) by the Lessee.

"Taxes" shall have the meaning specified in Section 7.1(b) of the Participation Agreement.

"Tax Indemnity Agreement" shall mean the Tax Indemnity Agreement dated as of September 14, 1990 between the Lessee and the Owner Participant.

"Terminated Units" shall have the meaning specified in Section 10.1 of the Lease.

"Termination Date" shall have the meaning specified in Section 10.1 of the Lease.

"Termination Value" for any Unit as of any date of determination shall mean the amount determined by multiplying Lessor's Cost for such Unit by the percentage set forth in Schedule 5 to the Participation Agreement opposite the Determination Date on which such Termination Value will be paid; provided that during any Renewal Term, "Termination Value" shall be determined as provided in Section 22.5 of the Lease. Anything contained herein or in the Participation Agreement to the contrary notwithstanding, Termination Value for such Unit (both before and after any adjustment pursuant to Section 2.6 of the Participation Agreement or any deduction pursuant to Section 3.5 of the Lease) will, under any circumstances and in any event, be an amount which, together with any other amounts required to be paid by Lessee hereunder in connection with such termination, will be at least sufficient to pay in full as of the date of payment thereof the aggregate unpaid principal of the Equipment Notes issued in respect of such Unit, together with all unpaid interest

thereon accrued to the date on which such amount is paid in accordance with the terms thereof.

"Total Equipment Cost" shall mean the sum of the Equipment Cost for each Unit.

"Transaction Costs" shall have the meaning specified in Section 2.5(a) of the Participation Agreement.

"Transferee" shall have the meaning specified in Section 6.1(a) of the Participation Agreement.

"Treasury Rate" shall mean with respect to prepayment of each Equipment Note, a per annum rate (expressed as a semiannual equivalent and as a decimal and, in the case of United States Treasury bills, converted to a bond equivalent yield), determined to be the per annum rate equal to the semiannual yield to maturity for United States Treasury securities maturing on the Average Life Date of such Equipment Note, as determined by interpolation between the most recent weekly average yields to maturity for two series of United States Treasury securities, (A) one maturing as close as possible to, but earlier than, the Average Life Date of such Equipment Note and (B) the other maturing as close as possible to, but later than, the Average Life Date of such Equipment Note, in each case as published in the most recent H.15(519) (or, if a weekly average yield to maturity for United States Treasury securities maturing on the Average Life Date of such Equipment Note is reported in the most recent H.15(519), as published in H.15(519)). H.15(519) means "Statistical Release H.15(519), Selected Interest Rates", or any successor publication, published by the Board of Governors of the Federal Reserve System. The most recent H.15(519) means the latest H.15(519) which is published prior to the close of business on the third Business Day preceding the scheduled prepayment date.

"Trust" shall have the meaning specified in each Trust Agreement.

"Trust Agreement" shall mean that certain Trust Agreement (BN 1990-B), dated as of September 14, 1990, between the Owner Participant and the Owner Trustee, in the capacities described therein, as amended, supplemented or otherwise modified from time to time.